

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

DELAWARE MARKETING PARTNERS,  
LLC, a Delaware limited liability company,

Plaintiff

v.

CREDITRON FINANCIAL SERVICES,  
INC, a Pennsylvania corporation, and,  
TELATRON MARKETING GROUP,  
INC., a Pennsylvania corporation,

Defendants

CA No.: 04-263

JUDGE McLAUGHLIN AND  
MAGISTRATE JUDGE  
SUSAN PARADISE BAXTER

TRIAL BY JURY DEMANDED

Electronically Filed

**DELAWARE MARKETING PARTNERS, LLC'S PRETRIAL STATEMENT**

**I. NARRATIVE STATEMENT**

Plaintiff, Delaware Marketing Partners, LLC, on or about January 16, 2004 filed this breach of contract action against Defendants, Creditron Financial Services, Inc. and Telatron Marketing Group, Inc., arising out of certain revenues associated with a Student Loan Origination and Marketing Agreement entered into between the parties. The Agreement was drafted by Defendants, specifically Alfred D. Cavotto, the Chief Executive Officer of Creditron Financial Corporation and Telatron Marketing Group, Inc., and the President of Academic Lending Center/Financial Services, Inc. The Agreement became effective September 1, 2002 and defines the parties' relationship.

Pursuant to the Agreement, the parties would work together to perform student loan acquisition services. Each party was to receive a specified percentage of all gross revenues, i.e., commissions, received by the Defendants from the lenders who funded the student loans. It was expressly agreed that Delaware Marketing Partners, LLC would be paid 28.57% of the gross

revenues received by the Defendants from lenders as compensation for its efforts under the contract. Simply put, in exchange for Delaware Marketing Partners' performance of marketing services, including but not limited to development of direct mail and telephone solicitation programs directed to the consolidation of student loans, Delaware Marketing Partners was entitled to 28.57% of every wire transfer that was received by Defendants beginning in October of 2002 as a result of the services performed under the Agreement.

Notwithstanding the clear terms of the Agreement, Defendants, and specifically Mr. Cavotto, unilaterally decided to not pay Delaware Marketing Partners, LLC any of the gross revenues due and owing. In fact, not once during the term of the Agreement did the Defendants pay to Delaware Marketing Partners, LLC the agreed upon 28.57% of the gross revenues or even disclose to Delaware Marketing Partners, LLC the actual amount of gross revenues received, despite the clear contractual mandate to do so.

Delaware Marketing Partners, LLC, on the other hand, fully complied with its contractual obligations to Defendants and provided services from the beginning of the contract through November 2003 under the assumption that it would be paid 28.57% of the gross revenues as compensation for its services. Prior to November 2003 Defendants did not advise Delaware Marketing Partners, LLC that Defendants did not intend to pay Delaware Marketing Partners, LLC for services rendered. Defendants could have asserted their right to terminate the Agreement, but did not do so and this caused Delaware Marketing Partners, LLC to continue to perform services under the belief that it would be paid the 28.57% of the revenues as agreed.

In reality, Defendants improperly and unilaterally diverted Delaware Marketing Partners, LLC's share of the gross revenues to the Defendants' own affiliates, parent companies or subsidiaries for the purpose of defrauding Delaware Marketing Partners, LLC and hindering and

delaying the collection of the monies due and owing to Delaware Marketing Partners, LLC. Defendants diverted funds generated and received under student loan programs that properly should have been distributed in accordance with the Agreement, including Delaware Marketing Partners, LLC.

Delaware Marketing Partners, LLC also paid for direct mail campaign costs for which it has not been reimbursed.

## **II. STATEMENT OF DAMAGES CLAIMED**

Delaware Marketing Partners, LLC is seeking \$3,764,908.93 in this action. The majority of this amount, apart from direct mailing costs, is calculated by multiplying the total amount of gross revenues received by the Defendants from lenders as compensation under the student loan program by 28.57%, the percentage of revenue of the gross revenues to be paid to Delaware Marketing Partners, LLC for its services under the Student Loan Origination and Marketing Agreement. Delaware Marketing Partners, LLC also seeks reimbursement for direct mail campaign costs totaling \$64,964.92.

## **III. LIABILITY/DAMAGE WITNESSES THAT DELAWARE MARKETING PARTNERS, LLC. EXPECTS TO PRESENT**

- |    |   |                   |
|----|---|-------------------|
| 1. | Harry E. Metcalfe<br>519 High Park Circle<br>Lincoln University, PA | Liability/Damages |
| 2. | Alan Estes<br>115 Interlocking Court<br>Avendale, PA                | Liability/Damages |
| 3. | Brian Nelson<br>65 West Ridge Boulevard<br>Hockessin, DE            | Liability/Damages |
| 4. | Alfred D. Cavotto<br>1208 St. Mary's Drive<br>Erie, PA              | Liability/Damages |

5. Joyce Cavotto  
1208 St. Mary's Drive  
Erie, PA Liability/Damages
6. Katherine Lombardozzi  
1115 West 37<sup>th</sup> Street  
Erie, PA Liability/Damages
7. Mark Kisiel  
3844 Hereford Road  
Erie, PA Liability/Damages
8. Terry Smith  
2948 West 24<sup>th</sup> Street  
Erie, PA Liability/Damages
9. Trisha Desanti-Boehm  
4283 Allison Avenue  
Erie, PA Liability/Damages
10. Records Custodian  
Brazos Student Finance Corporation/  
Brazos Higher Education Service Corp., Inc.  
2600 Washington Avenue  
Waco, TX Damages
11. Records Custodian  
Direct Main Credit Date, Inc. d/b/a  
Choice Point Precision Marketing  
3 Riverside Drive  
Andover, Massachusetts Liability/Damages

**IV. LIABILITY/DAMAGE WITNESSES THAT DELAWARE MARKETING PARTNERS, LLC. MAY PRESENT IF THE NEED ARISES**

1. Records Custodian  
AES/PHEAA  
1200 North 7<sup>th</sup> Street  
Harrisburg, PA Damages
2. Any and all liability, damage and expert witnesses identified in Defendants' Pretrial Statement(s)
3. Any witness necessary to offer rebuttal testimony

4. Any witness necessary to offer impeachment testimony
5. Any other witness having any other information relevant to this case that may be revealed in further investigation, discovery or the course of trial
6. Any witness (liability or damage) identified in depositions or discovery responses is incorporated by reference
7. With regard to testimony that may be presented by Defendants from deposition transcripts taken during the course of discovery, Delaware Marketing Partners, LLC reserves the right to present any additional deposition testimony from said transcripts if the need arises

#### **V. EXHIBITS EXPECTED TO BE OFFERED**

Delaware Marketing Partners, LLC expects to offer the following exhibits at the time of trial:

<b>Defendant Trial Ex. No.</b>	<b>Exhibit Description</b>
1.	Student Loan Origination and Marketing Agreement dated September 1, 2002
2.	Email from Alan Estes to Terry Smith dated January 7, 2003, regarding estimated mail campaign performance
3.	Email from Alan Estes to Joyce Cavotto and others dated December 19, 2002
4.	Email from Alan Estes to Terry Smith dated January 3, 2003, regarding direct mail campaign
5.	Email from Harry Metcalfe to Terry Smith and Joyce Cavotto dated March 27, 2003, regarding suppression of file request
6.	Email from Terry Smith to Brian Nelson and Alan Estes dated October 22, 2003, with string emails attached regarding examples and suppression file
7.	Email from Brian Nelson to Trisha Desanti-Boehm dated December 22, 2003, regarding weekly remuneration issues with string email attached
8.	Email from Brian Nelson to Trisha Desanti-Boehm dated December 12, 2003, regarding weekly remuneration issues
9.	Email from Brian Nelson to Joyce Cavotto dated November 12, 2003, regarding modified reconciliation document with attachments
10.	Cover letter from Joyce Cavotto to Harry Metcalfe and Brian Nelson dated November 10, 2003, with attached ALC-Delaware Marketing Group Revenue Analysis, September 2002 through October 2003
11.	Email from Brian Nelson to Joyce Cavotto dated October 29, 2003, with attached string emails regarding PHEAA processing of loans
12.	Email from Harry Metcalfe to Joyce Cavotto and Terry Smith dated April 25, 2003, regarding contract revisions

13.	Email from Harry Metcalfe to Al Cavotto dated April 9, 2003
14.	Email from Alan Estes to Joyce Cavotto dated December 19, 2002, regarding Thursday meeting
15.	Email from Joyce Cavotto to Alan Estes dated December 19, 2002, regarding Thursday meeting
16.	Email from Harry Metcalfe to Joyce Cavotto dated January 24, 2003, regarding contract revisions
17.	Email from Harry Metcalfe to Joyce Cavotto and Terry Smith dated March 4, 2003, regarding revised mail proposal with attachment regarding mail campaign proposal
18.	Email from Harry Metcalfe to Joyce Cavotto dated March 27, 2003, regarding data
19.	Email from Joyce Cavotto to Alan Estes dated May 22, 2003, regarding May 29 with attached string emails
20.	Delaware Marketing Partners' Data Requirements
21.	Email from Al Cavotto to Harry Metcalfe dated August 8, 2003, regarding GMAC offer and Brazos Agreement with attached string emails
22.	Email from Harry Metcalfe to Joyce Cavotto dated August 11, 2003, regarding GMAC with attached string emails
23.	Email from Harry Metcalfe to Joyce Cavotto dated May 29, 2003, regarding call topics with attached string email
24.	Email from Joyce Cavotto to Harry Metcalfe dated May 2, 2003, regarding HEAL pricing
25.	Email from Joyce Cavotto to Harry Metcalfe dated August 8, 2003
26.	Email from Harry Metcalfe to Terry Smith dated May 22, 2003, regarding list
27.	Email from Harry Metcalfe to Terry Smith and Joyce Cavotto dated March 27, 2003, regarding suppression file request
28.	Email from Harry Metcalfe to Joyce Cavotto, Alan Estes, Al Cavotto, and Terry Smith dated February 27, 2003, regarding Borrower Benefit Cost/Benefit Analysis with Cost Benefit attachment
29.	Email from Alan Estes to Terry Smith dated January 10, 2003, regarding more info on direct mail campaign
30.	Email from Brian Nelson to Trisha Desanti-Boehm dated December 26, 2003, regarding items from December 23, 2003, discussion
31.	List of disbursements by ALC to Delaware Marketing Partners from dates November 30, 2002, through December 15, 2003, and monies received by ALC from Delaware Marketing Partners dated November 14, 2002
32.	List of monies received by ALC from Brazos between October 30, 2002, through January 9, 2004
33.	Spreadsheet provided by Brazos reflecting monies paid to Creditron Financial Services, Inc. and the IRS from dates between October 8, 2002, through September 17, 2004, totalling \$16,308,094.30

34.	Correspondence from Brazos Higher Education Service Corporation, Inc. to Mark Kisiel of Telatron Marketing Group regarding commission payments with attached documents relating to the sale of loans disbursed on the following dates: May 14, 2003; May 21, 2003; March 5, 2003; March 19, 2003; April 23, 2003; May 28, 2003; June 18, 2003; July 9, 2003; July 30, 2003; August 6, 2003; August 13, 2003; August 20, 2003; August 27, 2003; September 3, 2003; September 10, 2003; September 17, 2003; September 24, 2003; October 1, 2003; October 8, 2003; October 22, 2003; October 29, 2003; November 5, 2003; November 12, 2003; November 19, 2003; November 26, 2003; December 3, 2003; December 10, 2003; December 17, 2003; and, December 31, 2003
35.	Letter to Joyce Covatto from Brian Nelson dated October 27, 2003, with attached invoicing
36.	Brazos Higher Education Service Corporation Telatron Fee Summary dated December 12, 2002
37.	Brazos Higher Education Service Corporation Telatron Fee Summary dated December 18, 2002
38.	Email from Joyce Covatto to Brian Nelson dated October 29, 2003
39.	Email from Terry Smith to Brian Nelson dated January 13, 2004, regarding revised direct mail piece with attachment and attached string email
40.	Fax from Alan Estes to Joyce Covatto dated April 16, 2003, regarding mail campaign expenses with attached invoicing
41.	Email from Alan Estes to Terry Smith, Joyce Covatto and Al Covatto dated March 4, 2003, regarding mail created with attachment
42.	Brazos Loan Origination and Loan Sale Brokerage Agreement
43.	Correspondence from Brazos Higher Education Service Corporation, Inc. to Joyce Covatto dated June 20, 2003
44.	Email from Joyce Covatto to Trisha Desanti-Boehm dated June 26, 2003, regarding freeze of borrower benefits on consolidation loans
45.	Email from Joyce Covatto to Al Covatto dated July 8, 2003, regarding borrower benefits with attached email string
46.	Fax from Alan Estes to Terry Smith dated February 10, 2003, regarding CCPM invoices with attached invoicing
47.	Email from Alan Estes to Joyce Covatto dated December 20, 2002, regarding Delaware Marketing Partners
48.	Email from Alan Estes to Joyce Covatto dated December 30, 2002, regarding direct mail campaign
49.	Email from Harry Metcalfe to Joyce Covatto dated May 7, 2003, regarding contract
50.	Email from Alan Estes to Joyce Covatto, Al Covatto and Terry Smith dated January 16, 2003, regarding creative concept
51.	Email from Harry Metcalfe to Joyce Covatto dated May 28, 2003, regarding call topics with attached document regarding Delaware Marketing Partners' data requirements

52.	Email from Harry Metcalfe to Terry Smith dated July 22, 2003
53.	Email from Harry Metcalfe to Terry Smith dated September 2, 2003, regarding MB45151
54.	Email from Trisha Desanti-Boehm to Brian Nelson dated December 19, 2003, regarding weekly remuneration issues with attached email string
55.	List of wires received by ALC from Brazos
56.	Federal Tax Lien v. Creditron Financial Corporation filed 08/01/2002 in the amount of \$246,778 [case number 30893-2002]
57.	State Tax Lien vs Creditron Financial Services filed 11/12/2002 in the amount of \$2,194 [case number 31345-2002]
58.	State Tax Lien vs Creditron Financial Corporation filed 11/12/2002 in the amount of \$70,038 [case number 31344-2002]
59.	Federal Tax Lien vs Creditron Financial Corporation filed 11/25/2002 in the amount of \$245,520 [case number 31396-2002]
60.	State Tax Lien vs Creditron Financial Services filed 10/01/2003 in the amount of \$12,822 [case number 31215-2003]
61.	Email dated 11/14/02 from Alan Estes to Joyce Covatto
62.	Email dated 12/19/02 from J.M. Covatto to Harry Metcalfe
63.	Email dated 01/03/03 from Alan Estes to Terry Smith
64.	Email dated 01/07/03 from Alan Estes to Terry Smith
65.	Email dated 01/08/03 from Alan Estes to Terry Smith
66.	Email dated 01/24/03 from Harry Metcalfe to J.M. Covatto
67.	Email dated 01/24/03 from J.M. Covatto to Harry Metcalfe
68.	Email dated 02/04/03 from Terry Smith to Alan Estes, Harry Metcalfe & Brian Nelson
69.	Email dated 02/04/03 from Alan Estes to Terry Smith
70.	Email dated 02/14/03 from Alan Estes to Brian Nelson & Harry Metcalfe
71.	Email dated 02/27/03 from Harry Metcalfe to J.M. Covatto
72.	Email dated 03/03/03 from Alan Estes to Terry Smith & Joyce Covatto
73.	Email dated 03/04/03 from Harry Metcalfe to J.M. Covatto
74.	Email dated 03/27/03 from Harry Metcalfe to Terry Smith
75.	Email dated 03/27/03 from Harry Metcalfe to J.M. Covatto

76.	Email dated 03/27/03 from Harry Metcalfe to Terry Smith & J.M. Covatto
77.	Email dated 03/27/03 from Alan Estes to Terry Smith
78.	Email dated 03/27/03 from Alan Estes to Terry Smith (different than above)
79.	Email dated 03/28/03 from Harry Metcalfe to J.M. Covatto
80.	Email dated 04/03/03 from J.M. Covatto to Harry Metcalfe
81.	Email dated 04/04/03 from Dawn McCall to Harry Metcalfe
82.	Email dated 04/07/03 from Harry Metcalfe to J.M. Covatto
83.	Email dated 04/08/03 from Harry Metcalfe to J.M. Covatto
84.	Email dated 04/09/03 from Dawn McCall to Harry Metcalfe
85.	Email dated 04/09/03 from Harry Metcalfe to A.D. Covatto
86.	Email dated 04/15/03 from Dawn McCall to Harry Metcalfe
87.	Email dated 04/15/03 from Dawn McCall to Harry Metcalfe
88.	Email dated 04/17/03 from J.M. Covatto to Harry Metcalfe
89.	Email dated 04/22/03 from Harry Metcalfe to J.M. Covatto
90.	Email dated 04/22/03 from J.M. Covatto to Harry Metcalfe
91.	Email dated 04/22/03 from Harry Metcalfe to Trish DeSanti-Boehm
92.	Email dated 04/22/03 from J.M. Covatto to Harry Metcalfe
93.	Email dated 04/25/03 from Harry Metcalfe to J.M. Covatto
94.	Email dated 04/28/03 from J.M. Covatto to Harry Metcalfe
95.	Email dated 04/30/03 from Dawn McCall to Harry Metcalfe
96.	Email dated 05/02/03 from Harry Metcalfe to Terry Smith
97.	Email dated 05/02/03 from Harry Metcalfe to J.M. Covatto & Terry Smith
98.	Email dated 05/02/03 from Harry Metcalfe to Alan Estes & Brian Nelson
99.	Email dated 05/05/03 from Harry Metcalfe to Alan Estes & Brian Nelson

100.	Email dated 05/06/03 from Terry Smith to Harry Metcalfe
101.	Email dated 05/07/03 from Harry Metcalfe to Terry Smith
102.	Email dated 05/08/03 from Trish DeSanti-Boehm to Harry Metcalfe
103.	Email dated 05/09/03 from Harry Metcalfe to Terry Smith
104.	Email dated 05/12/03 from Harry Metcalfe to J.M. Covatto
105.	Email dated 05/19/03 from Terry Smith to Harry Metcalfe
106.	Email dated 05/19/03 from Alan Estes to Terry Smith
107.	Email dated 05/19/03 from Brian Nelson to Terry Smith
108.	Email dated 05/20/03 from Harry Metcalfe to J.M. Covatto
109.	Email dated 05/20/03 from J.M. Covatto to Harry Metcalfe
110.	Email dated 05/22/03 from J.M. Covatto to Alan Estes
111.	Email dated 05/22/03 from J.M. Covatto to Harry Metcalfe
112.	Email dated 05/26/03 from Harry Metcalfe to J.M. Covatto
113.	Email dated 05/28/03 from Harry Metcalfe to J.M. Covatto
114.	Email dated 05/28/03 from Terry Smith to Harry Metcalfe
115.	Email dated 05/29/03 from Harry Metcalfe to Terry Smith
116.	Email dated 05/29/03 from Brian Nelson to Terry Smith
117.	Email dated 05/30/03 from Harry Metcalfe to Terry Smith
118.	Email dated 05/30/03 from Terry Smith to Harry Metcalfe
119.	Email dated 06/03/03 from Harry Metcalfe to J.M. Covatto
120.	Email dated 06/08/03 from Harry Metcalfe to J.M. Covatto
121.	Email dated 06/11/03 from Harry Metcalfe to J.M. Covatto
122.	Email dated 06/13/03 from Dawn McCall to Harry Metcalfe
123.	Email dated 06/13/03 from Harry Metcalfe to Dawn McCall

124.	Email dated 06/18/03 from Harry Metcalfe to J.M. Covatto
125.	Email dated 06/20/03 from Harry Metcalfe to J.M. Covatto
126.	Email dated 06/23/03 from Harry Metcalfe to J.M. Covatto
127.	Email dated 06/25/03 from Harry Metcalfe to J.M. Covatto
128.	Email dated 06/27/03 from Harry Metcalfe to J.M. Covatto
129.	Email dated 06/27/03 from J.M. Covatto to Harry Metcalfe
130.	Email dated 07/01/03 from Harry Metcalfe to Terry Smith
131.	Email dated 07/02/03 from Brian Nelson to Kevin Foley
132.	Email dated 07/02/03 from Terry Smith to Harry Metcalfe
133.	Email dated 07/02/03 from Terry Smith to Harry Metcalfe
134.	Email dated 07/02/03 from Brian Nelson to Emily Schwing
135.	Email dated 07/03/03 from Terry Smith to Harry Metcalfe
136.	Email dated 07/07/03 from Harry Metcalfe to J.M. Covatto
137.	Email dated 07/11/03 from Terry Smith to Harry Metcalfe
138.	Email dated 07/14/03 from Terry Smith to Harry Metcalfe
139.	Email dated 07/16/03 from Terry Smith to Harry Metcalfe
140.	Email dated 07/18/03 from Harry Metcalfe to J.M. Covatto
141.	Email dated 07/18/03 from J.M. Covatto to Harry Metcalfe
142.	Email dated 07/18/03 from Harry Metcalfe to J.M. Covatto
143.	Email dated 07/18/03 from J.M. Covatto to Harry Metcalfe
144.	Email dated 07/18/03 from Harry Metcalfe to J.M. Covatto
145.	Email dated 07/23/03 from Terry Smith to Harry Metcalfe
146.	Email dated 07/27/03 from J.M. Covatto to Harry Metcalfe
147.	Email dated 08/05/03 from Harry Metcalfe to J.M. Covatto

148.	Email dated 08/06/03 from J.M. Covatto to Harry Metcalfe
149.	Email dated 08/06/03 from Harry Metcalfe to J.M. Covatto
150.	Email dated 08/06/03 from Harry Metcalfe to J.M. Covatto
151.	Email dated 08/07/03 from Harry Metcalfe to J.M. Covatto
152.	Email dated 08/08/03 from J.M. Covatto to Harry Metcalfe
153.	Email dated 08/08/03 from A.D. Covatto to Harry Metcalfe
154.	Email dated 08/11/03 from Harry Metcalfe to J.M. Covatto
155.	Email dated 08/21/03 from Harry Metcalfe to J.M. Covatto
156.	Email dated 08/26/03 from Harry Metcalfe to J.M. Covatto
157.	Email dated 08/22/03 from Terry Smith to Harry Metcalfe
158.	Email dated 08/26/03 from Harry Metcalfe to J.M. Covatto
159.	Email dated 09/05/03 from Harry Metcalfe to J.M. Covatto
160.	Email dated 10/02/03 from J.M. Covatto to Harry Metcalfe
161.	Email dated 10/06/03 from Terry Smith to Harry Metcalfe
162.	Email dated 10/06/03 from Harry Metcalfe to J.M. Covatto
163.	Email dated 10/14/03 from J.M. Covatto to Cathy Lombardozzi
164.	Email dated 10/15/03 from Harry Metcalfe to J.M. Covatto
165.	Email dated 10/22/03 from Terry Smith to Alan Estes & Brian Nelson
166.	Email dated 10/22/03 from Sean Beeko to Terry Smith
167.	Email dated 10/27/03 from J.M. Covatto to Harry Metcalfe
168.	Email dated 10/29/03 from Terry Smith to Brian Nelson
169.	Email dated 10/29/03 from J.M. Covatto to Brian Nelson
170.	Email dated 11/03/03 from Terry Smith to Brian Nelson
171.	Email dated 11/04/03 from Brian Nelson to Alan Estes & Harry Metcalfe

172.	Email dated 11/04/03 from Kevin Foley to Brian Nelson
173.	Email dated 11/10/03 from J.M. Covatto to Harry Metcalfe
174.	Email dated 11/11/03 from Brian Nelson to Joyce M. Covatto
175.	Email dated 11/11/03 from Catherine Pei to Harry Metcalfe
176.	Email dated 11/04/03 from Brian Nelson to Joyce Covatto
177.	Email dated 11/12/03 from Brian Nelson to Joyce Covatto
178.	Email dated 11/12/03 from Joyce Covatto to Brian Nelson
179.	Email dated 12/01/03 from Brian Nelson to Trish DeSanti-Boehm
180.	Email dated 12/02/03 from Trish DeSanti-Boehm to Brian Nelson
181.	Email dated 12/03/03 from Alan Estes to Trish DeSanti-Boehm
182.	Email dated 12/04/03 from Alan Estes to Marilyn Brogdon & Trish DeSanti-Boehm
183.	Email dated 12/04/03 from Brian Nelson to Trish DeSanti-Boehm
184.	Email dated 12/05/03 from Alan Estes to Marilyn Brogdon & Trish DeSanti-Boehm
185.	Email dated 12/12/03 from Brian Nelson to Trish DeSanti-Boehm
186.	Email dated 12/19/03 from Trish DeSanti-Boehm to Brian Nelson
187.	Email dated 12/23/03 from Brian Nelson to Trish DeSanti-Boehm
188.	Email dated 12/26/03 from Brian Nelson to Trish DeSanti-Boehm
189.	Email dated 01/05/04 from Brian Nelson to Terry Smith
190.	Invoice No. CS-3463-01.2 dated 05/06/03 - project 02-CS-168-DMO-3463
191.	Telatron Fee Summary Reports from Brazos
192.	Emails regarding quality of customer lists between Creditron and ChoicePoint
193.	Documentation of monies paid by Defendants and/or Brazos to the Internal Revenue Service
194.	Defendants' Cash Book
195.	Defendants' Cash Register/Journal

196.	Defendants' General Ledger Transactions Book/Journal
197.	Defendants' Transaction Detail Documents
198.	Defendants' Wire Transfer Book
199.	Defendants' Chart of Accounts
200.	Defendants' Fixed Assets Ledger
201.	Academic Lending Center's Excel file reflecting funds transferred to Defendants by Brazos
202.	Documentation reflecting funds transferred to Defendants by Brazos
203.	Statements and Balance Sheets given to Al Covatto and Joyce Covatto reflecting monies provided to Defendants by Brazos
204.	Spreadsheets reporting loans funded by Academic Lending Center
205.	Bank account records for accounts of Creditron Financial Services, Inc., Telatron Marketing Group, Inc., and Academic Lending Center
206.	Checkbook records and checks for accounts of Creditron Financial Services, Inc., Telatron Marketing Group, Inc., and Academic Lending Center
207.	Documents regarding Mr. Covatto directing the Financial Control Department to transfer funds from one Defendant to another entity for purposes of payment of expenses
208.	Work orders for names based upon Delaware Marketing Partners, LLC criteria
209.	Processing instructions and data processing management documentation
210.	Documentation regarding development of direct mail campaign product
211.	Samples of direct mail pieces
212.	Email between Delaware Marketing Partners, LLC and Agency regarding direct mail campaign mailings, timing and quantity
213.	Contracts of third party credit bureau entities
214.	Email between Delaware Marketing Partners, LLC, ChoicePoint, and Creditron regarding contracts
215.	Documentation surrounding Equifax attributes and identification of Sallie Mae tradelines
216.	Correspondence regarding scripting recommendations
217.	Emails regarding Borrower Cost Benefit Analysis and excel sheet
218.	Email and correspondence regarding alternative liquidity providers, including GMAC ELF and Wachovia/Educaid

219.	Email data requests and evaluation of calling performance
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#### **VI. EXHIBITS THAT MAY BE OFFERED IF THE NEED ARISES**

1. Any and all exhibits identified in any Pretrial Statement(s) filed on behalf of any party to this action
2. Any and all pleadings filed in this case are incorporated by reference
3. All discovery documents in this case, including transcripts of depositions taken in this matter and exhibits, as well as responses to interrogatories, are incorporated by reference
4. All attachments to discovery documents in this case are incorporated by reference

#### **VII. LEGAL ISSUES TO BE ADDRESSED AT THE FINAL PRETRIAL CONFERENCE**

Delaware Marketing Partners, LLC anticipates the filing of Motions in Limine with regard to testimony and documentation which may be offered by Defendants given the denial of Delaware Marketing Partners, LLC's Motion for Summary Judgment with respect to its breach of contract claim.

#### **VIII. RESERVATION OF RIGHTS**

Delaware Marketing Partners, LLC reserves the right to amend this Pretrial Statement as well as all documentation which may have not been secured to date though has been reasonably sought after.

Delaware Marketing Partners, LLC reserves the right to object to any exhibit identified by Defendants in its Pretrial Statement.

Delaware Marketing Partners, LLC reserves the right to amend and/or supplement this Pretrial Statement up to and including trial as it becomes necessary and with prompt notice to all parties.

Delaware Marketing Partners, LLC hereby reserves the right to call witnesses or introduce evidence not herein listed as the same becomes necessary for purposes of rebuttal and/or impeachment in the trial of this matter.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

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